

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b> SEE SCHEDULE		<b>Page</b> 1 <b>Of</b> 13	
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>							
<b>2. Contract No.</b> W52H09-04-P-0069		<b>3. Award/Effective Date</b> 2003NOV24		<b>4. Order Number</b>		<b>5. Solicitation Number</b>	
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> DAVID L PETERSON		<b>B. Telephone Number (No Collect Calls)</b> (309)782-4467		<b>6. Solicitation Issue Date</b>	
<b>9. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CTRE ROCK ISLAND IL 61299-7630		<b>Code</b> W52H09		<b>10. This Acquisition Is</b> <input checked="" type="checkbox"/> <b>Unrestricted</b> <input type="checkbox"/> <b>Set Aside:</b> % For <input type="checkbox"/> <b>Small Business</b> <input type="checkbox"/> <b>Small Disadv Business</b> <input type="checkbox"/> <b>8(A)</b>		<b>11. Delivery For FOB Destination Unless Block Is Marked</b> <input type="checkbox"/> <b>See Schedule</b>	
<b>e-mail:</b> PETERSOND3@RIA.ARMY.MIL				<b>SIC:</b>		<b>13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)</b> <input checked="" type="checkbox"/>	
				<b>Size Standard:</b>		<b>13b. Rating</b> DOA5	
<b>15. Deliver To</b> SR W0K8 USA MAC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000		<b>Code</b> W52H1C		<b>16. Administered By</b> DCMA SANTA ANA 34 CIVIC CENTER PLAZA ROOM 813A SANTA ANA CA 92701-4056		<b>Code</b> S0513A	
<b>Telephone No.</b>							
<b>17. Contractor/Offeror</b> TANKS A LOT 220 W SANTA ANA ST ANAHEIM, CA. 92805-4630		<b>Code</b> 0ZZX9 <b>Facility</b>		<b>18a. Payment Will Be Made By</b> DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		<b>Code</b> HQ0339	
<b>Telephone No.</b>							
<input type="checkbox"/> <b>17b. Check If Remittance Is Different And Put Such Address In Offer</b>		<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b> <input type="checkbox"/> <b>See Addendum</b>					
<b>19. Item No.</b>		<b>20. Schedule Of Supplies/Services</b>			<b>21. Quantity</b>	<b>22. Unit</b>	<b>23. Unit Price</b>
		SEE SCHEDULE					
(Attach Additional Sheets As Necessary)							
<b>25. Accounting And Appropriation Data</b> ACRN: AA 97 X4930AC9G 6D 26KB S11116 W52H09					<b>26. Total Award Amount (For Govt. Use Only)</b> \$282,000.00		
<input type="checkbox"/> <b>27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.</b>					<input type="checkbox"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>		
<input checked="" type="checkbox"/> <b>27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda</b>					<input checked="" type="checkbox"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>		
<b>28. Contractor Is Required To Sign This Document And Return <u>2</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.</b>					<b>29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:</b>		
<b>30a. Signature Of Offeror/Contractor</b>				<b>31a. United States Of America (Signature Of Contracting Officer)</b>			
<b>30b. Name And Title Of Signer (Type Or Print)</b>		<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b> HOWARD J LEWIS /SIGNED/ LEWISH@RIA.ARMY.MIL (309)782-3506		<b>31c. Date Signed</b>	
<b>32a. Quantity In Column 21 Has Been</b> <input type="checkbox"/> <b>Received</b> <input type="checkbox"/> <b>Inspected</b> <input type="checkbox"/> <b>Accepted And Conforms To The Contract Except As Noted</b>				<b>33. Ship Number</b> <input type="checkbox"/> <b>Partial</b> <input type="checkbox"/> <b>Final</b>		<b>34. Voucher Number</b>	<b>35. Amount Verified Correct For</b>
<b>32b. Signature Of Authorized Government Representative</b>		<b>32c. Date</b>		<b>36. Payment</b> <input type="checkbox"/> <b>Complete</b> <input type="checkbox"/> <b>Partial</b> <input type="checkbox"/> <b>Final</b>		<b>37. Check Number</b>	
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>				<b>38. S/R Account Number</b>		<b>39. S/R Voucher Number</b>	<b>40. Paid By</b>
<b>41b. Signature And Title Of Certifying Officer</b>		<b>41c. Date</b>		<b>42a. Received By (Print)</b>			
				<b>42b. Received At (Location)</b>			
				<b>42c. Date Recd (YYMMDD)</b>		<b>42d. Total Containers</b>	

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 2 of 13

PIIN/SIIN W52H09-04-P-0069

MOD/AMD

**Name of Offeror or Contractor:** TANKS A LOT

## SUPPLEMENTAL INFORMATION

1. This purchase order is being made under provisions provided in FAR Subpart 13.5--Test Program for Certain Commercial Items.

CLIN	ITEM	NSN	QUANTITY	UNIT PRICE
0001AA	Radiator Test Stand	4910-00-078-9190	60	\$4,700.00

2. Delivery is to be 4 units per week until the order of 60 units is completed.

3. Total cost of this purchase order is \$282,000.00

4. The Radiator Test Stand provided will conform to description/specifications shown at Attachment 001. The requirement at paragraph 2.17.3 Flow Tester is hereby deleted from this procurement.

5. Other clarifications to description/specifications:

Paragraph 2.15.1 Functional requirements. The stand shall be self-contained to the extent that it shall require only an external source of water, gas, air, and electric power to place it in operation. Provisions shall be included for holding the radiator on the work platform and lowering and elevating the radiators into and out of the test tank to facilitate testing and repair work. The radiator test stand shall be designed for testing and repairing all types of automotive truck, tractor, and industrial unit radiators within the capacity specified herein.

Paragraph 2.16.1, "work platform" describes the requirements of a work platform that holds and supports a radiator in such a manner that it can be tested, inspected, and repaired. Any kind of device necessary to accomplish this mission must be supplied with the Test Stand. The specific design will dictate exactly what type of devices are required. This paragraph has been rewritten to better convey this purpose. Replace existing paragraph 2.16.1 with the following:

"2.16.1 Work Platform. The work platform shall be mounted on the elevating mechanism and shall be lowered into the tank and raised to the stand work height for inspection and repair work. The design of the work platform shall be such that the entire radiator is visible and accessible during testing and repair work. Any clamps or braces required to handle and hold radiators in all positions necessary to facilitate repairs shall be provided. The mechanism shall be sized and designed to preclude damage to the work place."

Paragraph 2.16.1, no Flex Lift or Roto Lift is required. The lifting in and out of the tank will be by the elevator on which the work platform is mounted.

Paragraph 2.15.2 specifies the test stand capacity at testing a radiator no less than 1,000 pounds, and physical size of no less than 80 inches long by 80 inches wide with a core thickness of at least 20 inches. We don't know the range of radiator sizes to be tested, but we do know that if the test stand accommodates the largest size radiator, that it will also test the smallest. The Army inventory includes both the D8K caterpillar (radiator 15 3/8 inches deep by 40 1/4 inches wide by 56 1/8 inches long, weight 750 pounds) and the larger D9 dozers. This test stand will also accommodate radiators for the Bradley and the HET (53x51inches). To accommodate these and any larger radiators that may be required in the future, CASCOM has specified the 80x80x20x1,00 pound minimum capacity required.

6. Additional packaging requirements are shown at Attachment 002.

\*\*\* END OF NARRATIVE A 001 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-04-P-0069 MOD/AMD

Name of Offeror or Contractor: TANKS A LOT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																	
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 4910-00-078-9190 FSCM: 0F8R6 PART NR: 70A SECURITY CLASS: Unclassified																																																																					
0001AA	<p data-bbox="264 573 480 594"><u>PRODUCTION QUANTITY</u></p> <p data-bbox="264 653 756 726">NOUN: STAND, RADIATOR TEST                      PRON: M141TE22M1 PRON AMD: 01 ACRN: AA                      AMS CD: 060011</p> <p data-bbox="264 785 501 806"><u>Packaging and Marking</u></p> <p data-bbox="264 865 545 886"><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p data-bbox="264 972 545 993"><u>Deliveries or Performance</u></p> <table border="0" data-bbox="264 997 849 1071"> <tr> <td>DOC</td> <td colspan="4">SUPPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H093310A500</td> <td>W52H1C</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0" data-bbox="264 1075 769 1864"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DEL DATE</u></th> </tr> </thead> <tbody> <tr><td>001</td><td>4</td><td>19-DEC-2003</td></tr> <tr><td>002</td><td>4</td><td>26-DEC-2003</td></tr> <tr><td>003</td><td>4</td><td>02-JAN-2003</td></tr> <tr><td>004</td><td>4</td><td>09-JAN-2004</td></tr> <tr><td>005</td><td>4</td><td>16-JAN-2004</td></tr> <tr><td>006</td><td>4</td><td>23-JAN-2004</td></tr> <tr><td>007</td><td>4</td><td>30-JAN-2004</td></tr> <tr><td>008</td><td>4</td><td>06-FEB-2004</td></tr> <tr><td>009</td><td>4</td><td>13-FEB-2004</td></tr> <tr><td>010</td><td>4</td><td>20-FEB-2004</td></tr> <tr><td>011</td><td>4</td><td>27-FEB-2004</td></tr> <tr><td>012</td><td>4</td><td>05-MAR-2004</td></tr> <tr><td>013</td><td>4</td><td>12-MAR-2004</td></tr> <tr><td>014</td><td>4</td><td>19-MAR-2004</td></tr> <tr><td>015</td><td>4</td><td>26-MAR-2004</td></tr> </tbody> </table> <p data-bbox="264 1923 513 1944">FOB POINT: Destination</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H093310A500	W52H1C	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	4	19-DEC-2003	002	4	26-DEC-2003	003	4	02-JAN-2003	004	4	09-JAN-2004	005	4	16-JAN-2004	006	4	23-JAN-2004	007	4	30-JAN-2004	008	4	06-FEB-2004	009	4	13-FEB-2004	010	4	20-FEB-2004	011	4	27-FEB-2004	012	4	05-MAR-2004	013	4	12-MAR-2004	014	4	19-MAR-2004	015	4	26-MAR-2004	60	EA	\$ 4,700.00000	\$ 282,000.00
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CONTINUATION SHEET

Reference No. of Document Being Continued  
PIIN/SIIN W52H09-04-P-0069 MOD/AMD

Name of Offeror or Contractor: TANKS A LOT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) SR W0K8 USA MAC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-P-0069/0000</p>				

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 5 of 13

PIIN/SIIN W52H09-04-P-0069

MOD/AMD

**Name of Offeror or Contractor:** TANKS A LOT

## PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	OCT/2003

The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

Preservation: COMMERCIAL  
Level of Packing: COMMERCIAL  
Quantity Per Unit Package: 001

1 Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistribution and shipment by any mode and meet or exceed the following requirements.

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

1.3 Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2. Unit package. A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

3. Unit Package Quantity. Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

4. Intermediate Package -Intermediate packaging is required whenever one or more of the following conditions exists:

- the quantity is over one (1) gross of the same national stock number,
- use enhances handling and inventorying,
- the exterior surfaces of the unit pack is a bag of any type, regardless of the size,
- the unit pack is less than 64 cubic inches,
- the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

## 5. Packing:

5.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

5.2 Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

6. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

## 7 Marking:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 6 of 13</b>
	PIIN/SIIN W52H09-04-P-0069	MOD/AMD

**Name of Offeror or Contractor:** TANKS A LOT

7.1 All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Date 15 Dec 02 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

7.2 Contractors and vendors shall apply address markings using a bar coded military shipment label (MSL) for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DDSP New Cumberland Facility, DDD San Joaquin, Red River Munitions Center and Anniston Munitions Center).

7.3 Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

7.4 Military Shipping Label. The Army has developed software to create Military Shipment Labels. It's called Computer Automated Transportation Tool Military Shipment Label/Issue Receipt Release Document (CATT MSL/IRRD) and is available to anyone with a contract with the government. The software can be downloaded from the following website main page: <http://www.asset-trak.com/catt/catt.htm>. Or go directly to the software download page [http://www.asset-trak.com/catt/msl\\_irrd/msl\\_irrddownload.htm](http://www.asset-trak.com/catt/msl_irrd/msl_irrddownload.htm). Be sure to bookmark this page for future releases of CATT MSL/IRRD.

8. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

9. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. . Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

10. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

11. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6417)

DELIVERIES OR PERFORMANCE

2

52.247-34

F.O.B. DESTINATION

NOV/1991

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W52H09-04-P-0069

**MOD/AMD**

**Name of Offeror or Contractor:** TANKS A LOT

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	M141TE22M1 060011	AA	2	97 X4930AC9G 6D	26KB S11116	W52H09 \$	282,000.00
TOTAL							\$ 282,000.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97 X4930AC9G 6D	26KB S11116	W52H09	\$ 282,000.00
TOTAL					\$ 282,000.00

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52H09-04-P-0069 <b>MOD/AMD</b>	<b>Page 8 of 13</b>
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**Name of Offeror or Contractor:** TANKS A LOT

SPECIAL CONTRACT REQUIREMENTS

3            52.246-4500            MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)            NOV/2001  
TACOM-RI

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is petersond3@ria.army.mil. The data fax number for submission is (309) 782-2521, ATTN: David Peterson.

(End of Clause)

(HS6510)

CONTRACT CLAUSES

4            52.212-4            CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS            OCT/2003

5            52.212-5            CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS            OCT/2003

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

\_\_\_\_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_(4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_\_(ii) Alternate I (MAR 1999) of 52.219-5.

\_\_\_\_(iii) Alternate II (JUNE 2003) of 52.219-5.

\_\_\_\_(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_\_(ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_\_(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_\_(ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_\_(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 9 of 13**

PIIN/SIIN W52H09-04-P-0069

MOD/AMD

**Name of Offeror or Contractor:** TANKS A LOT

- (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I (MAY 2002) of 52.225-3.
- (iii) Alternate II (MAY 2002) of 52.225-3.
- (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 10 of 13

PIIN/SIIN W52H09-04-P-0069

MOD/AMD

**Name of Offeror or Contractor:** TANKS A LOT

\_\_\_\_(31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_(32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_(33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_\_(ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_\_(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-00006).

\_\_\_\_(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).



**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 12 of 13****PIIN/SIIN** W52H09-04-P-0069**MOD/AMD****Name of Offeror or Contractor:** TANKS A LOT

\_\_\_\_252.247-7023 Transportation of Supplies by Sea (May 2002) (\_\_\_\_Alternate I)(Mar 2000)  
(\_\_\_\_Alternate II) (Mar 2000)( Alternate III) (May 2002) (10 U.S.C. 2631).

\_\_\_\_252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (Apr 2003)(10 U.S.C.2533a note).  
252.247-7023, Transportation of Supplies by Sea (May 2002)(10 U.S.C.2631).  
252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(End of clause)

(IA6720)

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 13 of 13

PIIN/SIIN W52H09-04-P-0069

MOD/AMD

**Name of Offeror or Contractor:** TANKS A LOT

## LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	DESCRIPTION/SPECIFICATION		007	
Attachment 002	PACKAGING		002	
Attachment 003	CONTRACTOR'S CERTIFICATIONS		006	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <https://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)